

Plaintiff,

KAPLAN, INC.

-v-

KENNETH CHOU, ET AL.

Defendants.

Case No. 1:07-cv-10677-HB
ECF Case

STIPULATION TO FACILITATE POSSIBLE SETTLEMENT

This stipulation is made by Kaplan, Inc. ("Kaplan"), plaintiff in the above-captioned action (the "Lawsuit"), and Kenneth Chou ("Chou"), a defendant in that action, through their undersigned counsel.

WHEREAS Kaplan has brought the Lawsuit alleging infringement of its copyrighted and trademarked works and the unauthorized copying and distribution of such works by Chou and others; and

WHEREAS, Chou and Kaplan believe it may be possible to resolve their differences and wish to provide an opportunity to do so;

NOW, THEREFORE, in consideration of the mutual covenants set forth below, Kaplan and Chou stipulate and request the Court to order as follows:

1. Chou acknowledges that he has been validly served with process and he hereby voluntarily appears as a party defendant in this action.
2. The lawsuit shall be stayed for 90 days, unless either party earlier files and serves a Praecipe to terminate the stay, in which case the stay will terminate three days after filing. So long as it is in effect, the stay will toll the time for taking all actions and

for filing any pleading, including the time for seeking to set aside any default or to impose a default judgment. If discovery is served on any third party, this stay shall not apply to that discovery and any related motions.

3. During the pendency of this action, Chou shall preserve all records in any form, including electronic records in any computer, PDA, cell telephone, or other device or medium, that relate in any way to the allegations of the First Amended Complaint, and Chou shall take no action to hinder or frustrate investigation or discovery by Kaplan.

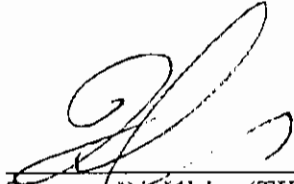
4. Pursuant to Fed. R. Civ. P. 5(b)(2)(E), Chou consents that all papers related to this action may be served upon him electronically at dgo@oharalaw.com and scj@oharalaw.com, with the same force and effect as hand delivery. Likewise, Kaplan consents to electronic service directed to both of the following email addresses: tkirby@wilevrein.com and bmcdonald@wilevrein.com. Such electronic message shall be deemed valid service of a written communication on the day received. Receipt shall be acknowledged on request.

5. Counsel for Kaplan represents to the Court that Defendant Chang consents to this Stipulation and the requested Order.

6. Kaplan and Chou shall endeavor to reach a final settlement agreement within 90 days. Counsel will submit a report to the Court before the 90 days expire.

IT IS SO AGREED AND STIPULATED this 21st day of July, 2008.

Kaplan, Inc.

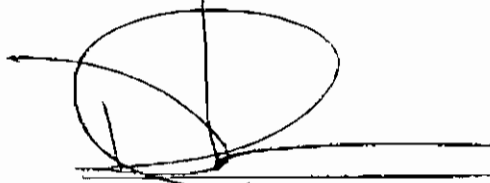


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Counsel for Kenneth Chou

SO ORDERED, this 25 day of July, 2008:



Harold Baer, United States District Judge